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United States Bankruptcy Court District of South Carolina

Martin Angelo Marano -9292 Samantha Hoilman Marano -8607

1011 Victoria Pointe Ln., Summerville SC 29485

In re	Case No.	Case No.	
•	Debtor(s) Chapter	13	

NOTICE OF OPPORTUNITY TO OBJECT

The debtor(s) in the above captioned case filed a chapter 13 plan on February 22, 2019. The plan is attached.

Your rights may be affected by the plan. You should read the plan carefully and discuss it with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

Any objection to confimation of the chapter 13 plan must be in writing filed with the Court at 1100 Laurel Street, Columbia, SC 29201-2423 and served on the chapter 13 trustee, the debtor(s), and any attorney for the debtor(s) no later than 21 days after the service of the chapter 13 plan, as computed under Fed. R. Bankr. P. 9006(a). Objections to confirmation may be overruled if filed late or the objecting party fails to appear and prosecute the objection. If no objection is timely filed, the plan may be confirmed by the Court without further notice.

If you file an objection, you or your attorney must attend the hearing scheduled by the court on confirmation of the plan. Notice of the confirmation hearing is provided in section 9 of the Notice of Chapter 13 Bankruptcy Case. However, the Court may set an earlier status hearing on ,any objection upon notice to the applicable parties.

If you or your attorney do not take these steps, the court may determine that you do not oppose the terms or relief sought in the plan and may enter an order confirming the plan.

Date: February 22, 2019

_/s/_Lauren M. Clark Lauren M. Clark The Law Office of Lauren Clark, LLC Attorney for Debtor 925 D Wappoo Rd Charleston, SC 29407 Tel. 803-386-8868

Fax. 866-390-0669

Email: laurenclarklaw@aol.com

Case 19-01033-jw Doc 3 Filed 02/22/19 Entered 02/22/19 16:18:12 Desc Main Document Page 2 of 12 Fill in this information to identify your case Debtor 1 **Martin Angelo Marano** Check if this is a modified plan, and First Name Middle Name Last Name list below the sections of the plan that have been changed. Samantha Hoilman Marano Debtor 2 First Name Middle Name Last Name (Spouse, if filing) **DISTRICT OF SOUTH CAROLINA** United States Bankruptcy Court for the: Pre-confirmation modification Post-confirmation modification Case number: (If known) District of South Carolina Chapter 13 Plan 12/17 Part 1: Notices To Debtor(s): This form sets out options that may be appropriate in some cases, but the presence of an option on the form does not indicate that the option is appropriate in your circumstances. Plans that do not comply with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, this Court's local rules, and judicial rulings may not be confirmable. In the following notice to creditors, you must check each box that applies **To Creditors:** Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one. Failure to object may constitute an implied acceptance of and consent to the relief requested in this document. If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 7 days before the date set for the hearing on confirmation, unless otherwise ordered by the Bankruptcy Court. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. See Bankruptcy Rule 3015. In addition, pursuant to Federal Rule of Bankruptcy Procedure 3002, you must file a timely proof of claim in order to be paid under any plan. Confirmation of this plan does not bar a party in interest from objecting to a claim. The following matters may be of particular importance. Debtors must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not Included" or if both boxes are checked, the provision will be ineffective if set out later in the plan. A limit on the amount of a secured claim, set out in Section 3.2, which may result in **✓** Not Included 1.1 Included a partial payment or no payment at all to the secured creditor 1.2 Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, **✓** Not Included Included set out in Section 3.4. 1.3 Nonstandard provisions, set out in Part 8. ✓ Included Not Included Conduit Mortgage Payments: ongoing mortgage payments made by the trustee **✓** Included 1.4 Not Included through plan, set out in Section 3.1(c) and in Part 8 Plan Payments and Length of Plan Part 2: 2.1 The debtor submits to the supervision and control of the trustee all or such portion of future earnings or other future income as is necessary for the execution of the plan. Unless all allowed claims (other than long-term claims) are fully paid pursuant to the plan, the debtor will make regular payments to the trustee as

follows:

\$2,300.00 per **Month** for **57** months

Insert additional lines if needed.

The debtor and trustee may stipulate to a higher payment in order to provide adequate funding of the plan without the necessity of a modification to the plan. The stipulation is effective upon filing with the Court.

Additional monthly payments will be made to the extent necessary to make the payments to creditors specified in this plan.

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Debtor		lartin Angelo Marano amantha Hoilman Marano	Case number		
2.2	Regular	payments to the trustee will be made from future inc	ome in the following mann	er:	
	Check a □ □ ✓	Il that apply: The debtor will make payments pursuant to a payroll de The debtor will make payments directly to the trustee. Other (specify method of payment): TFS	duction order.		
	me tax re	funds.			
Chec	ck one. ✓	The debtor will retain any income tax refunds received	during the plan term.		
		The debtor will treat income refunds as follows:			
	itional pa	yments.			
Chec	ck one. ✔	None. If "None" is checked, the rest of § 2.4 need not b	e completed or reproduced.		
Part 3:	Treatn	nent of Secured Claims			
treated a automati secured automati applicati provision filed a ti property	s unsecur ic stay by claim. The c stay by on arises ns will no mely proof from the ow notice	secured in a confirmed plan and the affected creditor elected for purposes of plan distribution. Any creditor holding order, surrender, or through operation of the plan will rect as provision also applies to creditors who may claim an interest another lienholder or released to another lienholder, unleaded to another lienholder, unleaded to the paid, will be distributed according to the remaining to for claim may file an itemized proof of claim for any unprotection of the automatic stay. Secured creditors that we are, payment coupons, or inquiries about insurance, and such anace of payments and cure or waiver of default, if an anace of payments and cure or waiver of default, if an anace of payments and cure or waiver of default, if an anace of payments are considered.	ng a claim secured by proper eive no further distribution futerest in, or lien on, property so the Court orders otherwise and have otherwise been paid the plan. Any credit secured deficiency within a roull be paid directly by the dech action will not be consider	ty that is removed from the chapter 13 that is removed from the that is removed from the total does not apply does not apply does not apply does not affected by these reasonable time after both the total does not not apply that is not affected by these reasonable time after the total does not not apply that is not apply that it is not apply that it is not apply that it is not apply that	from the protection of the trustee on account of any om the protection of the y if the sole reason for its pursuant to these provisions and who has or the removal of the sending standard payment
	Check all that apply. Only relevant sections need to be reproduced.				
	None. If "None" is checked, the rest of § 3.1 need not be completed or reproduced. 3.1(a) The debtor is not in default and will maintain the current contractual installment payments on the secured claims listed below, with any changes required by the applicable contract and noticed in conformity with any applicable rules. These payments will be disbursed directly by the debtor.				
	3.1(b) The debtor is in default and will maintain the current contractual installment payments on the secured claims listed below with any changes required by the applicable contract and noticed in conformity with any applicable rules. The arrearage payments will be disbursed by the trustee, with interest, if any, at the rate stated. The trustee shall pay the arrearage as stated in the creditor's allowed claim or as otherwise ordered by the Court.			es. The arrearage	
Name (of Credito	or Collateral	Estimated amount of arrearage	Interest rate on arrearage (if applicable)	Monthly payment on arrearage
Guild I	Mortgage any	1011 Victoria Pointe Ln Summerville, SC 29485 Dorchester County; TMS# 159-07-00-049	\$12,000.00	0.00%	\$211.00

Insert additional claims as needed.

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Includes amounts

accrued through the

(or more)

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Debtor		lartin Angelo Marano amantha Hoilman Marano	Case nu	mber 	
	✓	3.1(c) The debtor elects to make post-petition accordance with the Operating Order of the J between this document and the Operating Order.	udge assigned to this case and as	provided in Section	
		3.1(d) The debtor proposes to engage in loss of the Judge assigned to this case. Refer to so			
		Insert additional claims as needed 3.1(e) Other. A secured claim is treated as s Section 1.3 of this plan is checked and a treat		ision will be effec	tive only if the applicable box in
		Insert additional claims as needed			
3.2	Request	for valuation of security and modification of	of undersecured claims. Check	one.	
	✓	None. If "None" is checked, the rest of § 3.2	need not be completed or reprod	uced.	
3.3	Other se	ecured claims excluded from 11 U.S.C. § 50	6 and not otherwise addressed	herein.	
	Check or	None . If "None" is checked, the rest of § 3.3 The claims listed below are being paid in full These claims will be paid in full under the plant.	without valuation or lien avoida an with interest at the rate stated	nce. below. These payı	
		the trustee or directly by the debtor, as specif U.S.C. § 1325(a)(5)(B)(i). Secured creditors reasonable time.			
Name of Creditor		r Collateral	Estimated amount of claim	Interest rate	Estimated monthly payment to creditor
Progre Leasin		Mattress and box spring, apprx.	\$250.00	6.00%	\$6.00
Leasiii	9				(or more)
					Disbursed by: ✓ Trustee
		2008 Ford Escape 198,500			Debtor
Titlema	ax	miles VIN #: 1FMCU03128KB93401	\$2,907.00	6.00%	\$59.00
		VIIV #. 11 IIIOO001201030401			(or more)
					Disbursed by: ✓ Trustee Debtor
Insert ad	ditional c	laims as needed.			
3.4	Lien avo	pidance.			
Check or	None. If "None" is checked, the rest of § 3.4 need not be completed or reproduced.				
3.5	Surrender of collateral.				
	Check or ✓	ne. None. If "None" is checked, the rest of § 3.5	need not be completed or reprod	uced.	
Part 4:	_	ent of Fees and Priority Claims			

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Debtor			ngelo Marano a Hoilman Marano	Case number		
payment Court. To	s on ass rustee's	pay all post umed execu	ntory contracts or leases, directly to all allowed priority claims, including	ding but not limited to taxes and post-petition domestic support, and pay regular the holder of the claim as the obligations come due, unless otherwise ordered by the domestic support obligations other than those treated in § 4.5, will be paid in full		
4.2	Truste	ee's fees				
Trustee's	s fees ar	e governed	by statute and may change during t	he course of the case.		
4.3	Attorr	ney's fees.				
	a.	statement disburse disburse balance each mo instance entered	nt filed in this case. Fees entitled to ed by the trustee as follows: Follows: a dollar amount consistent with the of the attorney's compensation as a onth after payment of trustee fees, a es where an attorney assumes repres	agreed to an attorney's fee for the services identified in the Rule 2016(b) disclosure to be paid through the plan and any supplemental fees as approved by the Court shall be ing confirmation of the plan and unless the Court orders otherwise, the trustee shall be Judge's guidelines to the attorney from the initial disbursement. Thereafter, the allowed by the Court shall be paid, to the extent then due, with all funds remaining allowed secured claims and pre-petition arrearages on domestic support obligations. In tentation in a pending pro se case and a plan is confirmed, a separate order may be to, which allows for the payment of a portion of the attorney's fees in advance of		
	b.	applicat in trust	ions for compensation and expense until fees and expense reimburseme	the debtor's attorney has received a retainer and cost advance and agreed to file fee in this case pursuant to 11 U.S.C. § 330, the retainer and cost advance shall be held ents are approved by the Court. Prior to the filing of this case, the attorney has purposes only, the fees and expenses of counsel are estimated at \$ or less.		
4.4	Priority claims other than attorney's fees and those treated in § 4.5.					
	Check ✓	The debt	tor is unaware of any priority claims laim without further amendment of th	at this time. If funds are available, the trustee is authorized to pay on any allowed ne plan.		
		Domesti	ic Support Claims. 11 U.S.C. § 50	7(a)(1):		
		a.		ee shall pay the pre-petition domestic support obligation arrearage to (name of DSO or more per month until the balance, without interest, is paid in full. Add additional		
		b.	The debtor shall pay all post-peti basis directly to the creditor.	tion domestic support obligations as defined in 11 U.S.C. § 101(14A) on a timely		
		c.	obligations from property that is	I support or alimony under applicable non-bankruptcy law may collect those not property of the estate or with respect to the withholding of income that is property btor for payment of a domestic support obligation under a judicial or administrative		
available				naining pre-petition 11 U.S.C. § 507 priority claims on a pro rata basis. If funds are ty claim without further amendment of the plan.		
4.5	Domes	stic suppor	t obligations assigned or owed to	a governmental unit and paid less than full amount.		
	Check ✓		"None" is checked, the rest of § 4.	5 need not be completed or reproduced.		
Part 5:	Treat	ment of No	onpriority Unsecured Claims			
5.1	Nonpr	riority unse	cured claims not separately class	ified. Check one		

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Effective December 1, 2017 Chapter 13 Plan Page 4

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Debtor	Martin Angelo Marano Samantha Hoilman Marano	Case number
	Allowed nonpriority unsecured claims that are not sep available after payment of all other allowed claims.	arately classified will be paid, pro rata by the trustee to the extent that funds are
	The debtor estimates payments of less than 100% of The debtor proposes payment of 100% of claims. The debtor proposes payment of 100% of claims plus the debtor proposes payment of 100% of claims plus the debtor proposes payment of 100% of claims plus the debtor proposes payment of 100% of claims plus the debtor proposes payment of 100% of claims plus the debtor proposes payment of 100% of claims.	
5.2	Maintenance of payments and cure of any default	on nonpriority unsecured claims. Check one.
	None. If "None" is checked, the rest of § 5.2	need not be completed or reproduced.
5.3	Other separately classified nonpriority unsecured	claims. Check one.
	None. If "None" is checked, the rest of § 5.3	need not be completed or reproduced.
Part 6:	Executory Contracts and Unexpired Leases	
5.1	The executory contracts and unexpired leases liste contracts and unexpired leases are rejected. <i>Check</i>	d below are assumed and will be treated as specified. All other executory one.
	None. If "None" is checked, the rest of § 6.1	need not be completed or reproduced.
Part 7: 7.1 <i>Chec</i>	Vesting of Property of the Estate Property of the estate will vest in the debtor as state the appliable box:	ed below:
⋠	remain with the debtor. The chapter 13 trustee shall The debtor is responsible for protecting the estate fro	will remain property of the estate, but possession of property of the estate shall have no responsibility regarding the use or maintenance of property of the estate. In any liability resulting from operation of a business by the debtor. Nothing in the test of the debtor, the trustee, or party with respect to any causes of action owned by
		ision for vesting, which is set forth in section 8.1. This provision will be effective s checked and a proposal for vesting is provided in Section 8.1.
Part 8:	Nonstandard Plan Provisions	
3.1	Check "None" or List Nonstandard Plan Provision None. If "None" is checked, the rest of Part	
he heari confirma	ing on confirmation, unless otherwise ordered. In Operation of a chapter 13 plan in cases before him shall be fi	t the confirmation of the plan must be filed no later than 7 days before the date set for ting Order 18-04, Judge Waites has otherwise ordered that all objections to the led with the Court no later than 21 days after the date of service of this plan. lan must be filed with the Court no later than 21 days after the date of service of this
a) 8.1 (a	a) Mortgage payments to be disbursed by the Trustee ("	Conduit"):
	on to the below, the provisions of the assigned Judge's (ated herein.	Operating Order In re: Conduit Mortgage Payment in Chapter 13 Cases are

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Debtor	Martin Angelo Marano	Case number	
	Samantha Hoilman Marano		

Mortgage payments, including pre-petition arrears, will be paid and cured by the Trustee as follows:

Name of Creditor	Description of Collateral (note if principal residence; include county tax map number and complete street address)	Current installment payment (ongoing payment amount) *	Monthly payment to cure GAP ** (post-petition mortgage payments for the two (2) months immediately following the event beginning conduit)	Estimated amount of PRE-PETITION ARREARAGE** (including the month of filing or conversion)*	Monthly payment on pre-petition arrearage
Guild Mortgage Company	1011 Victoria Pointe Ln Summerville, SC 29485 Dorchester County; TMS# 159-07-00-049	\$1588 Escrow for taxes: ? Yes ? No Escrow for insurance: ? Yes ? No	\$56 Or more	\$12,000	\$211 Or more

^{*} Unless otherwise ordered by the court, the amounts listed on a compliant proof of claim or a Notice filed under FRBP 3002(c) control over any contrary amounts above, and any Notice of Payment Change that might be filed to amend the ongoing monthly payment amount.

** The Gap will be calculated from the payment amounts reflected in the Official Form 410A Mortgage Proof of Claim Attachment and any Notice of Payment Change that might be filed to amend the monthly payment amount, but should not be included in the prepetition arrears amount.

All payments due to the Mortgage Creditor as described in any allowed Notice of Post-petition Mortgage Fees, Expenses, and Charges under F.R.B.P. 3002.1, filed with the Court, will be paid by the Trustee, on a pro rata basis as funds are available. See the Operating Order of the Judge assigned to this case.

Once the trustee has filed a Notice of Final Cure under F.R.B.P. 3002.1(f), the debtor shall be directly responsible for ongoing mortgage payments and any further post-petition fees and charges.

- (b) The Debtor(s) reserve the right to seek loss mitigation or modification of the mortgage loan using the Portal procedures described in Chambers Guidelines during the bankruptcy case.
- (c) Debtors specifically reserve any currently undiscovered or future claims, rights or causes of action the debtors may have, regarding any issues not specifically addressed or determined by the plan, against any creditor or other party in interest including but not limited to, violations of applicable consumer protection codes and actions under 11 U.S.C. Sections 542, 543, 544, 547, and 548.
- (d) Notice: The confirmation of this plan may determine the character (secured,unsecured or priority), amount and timing of distribution of a creditor's claim regardless of the proof of claim filed. If a creditor objects to a claim's treatment under the plan, the creditor must timely object to confirmation.
- (e) Debtor(s) Martin Angelo Marano Samantha Hoilman Marano:

By signing this plan, I verify my understanding of the following:

- 1. The obligations set forth in the plan, including the amount, method, and timing of payments made to the trustee or directly to creditors.
- 2. The consequences of any default under the plan.
- 3. That I may not agree to sell or sell property, employ professionals, or incur debt (including modification of debt) during the term of the plan without the advance authorization of the Bankruptcy Court.

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Deb	otor Martin Angelo Marano Samantha Hoilman Marano	Case number
Par	t 9: Signatures:	
9.1	Signatures of debtor and debtor attorney	
	The debtor and the attorney for the debtor, if any	e, must sign below.
X	/s/ Martin Angelo Marano	X /s/ Samantha Hoilman Marano
	Martin Angelo Marano	Samantha Hoilman Marano
	Signature of Debtor 1	Signature of Debtor 2
	Executed on February 22, 2019	Executed on February 22, 2019
X	/s/ Lauren Clark	Date February 22, 2019
	Lauren Clark 10601	

By filing this document, the debtor, if not represented by an attorney, or the debtor and the attorney for the debtor certify(ies) that this Chapter 13 plan contains no nonstandard provision other than those set out in Part 8.

CERTIFICATE OF SERVICE OF CHAPTER 13 PLAN

I, Lauren Clark, Esq., represent the Debtor in the above captioned case. I hereby certify that on February 22, 2019, I mailed true and correct copies of the plan filed on February 22, 2019, with sufficient postage to all creditors and parties in interest entitled to such notice on the below stated date. The specific list of the names and addresses of parties servied with the plan is attached below.

Respectfully Submitted, _/s/_Lauren M. Clark

Lauren M. Clark The Law Office of Lauren Clark, LLC Attorney for Debtor 925 D Wappoo Rd Charleston, SC 29407 Tel. 803-386-8868 Fax. 866-390-0669

Email: laurenclarklaw@aol.com

Signature of Attorney for debtor DCID#

ALLY FINANCIAL ATTN: BANKRUPTCY DEPT PO BOX 380901 BLOOMINGTON MN 55438

BADCOCK PO BOX 724 MULBERRY FL 33860

BANK OF AMERICA 4909 SAVARESE CIRCLE FL1-908-01-50 TAMPA FL 33634

CAPITAL ONE ATTN: BANKRUPTCY PO BOX 30285 SALT LAKE CITY UT 84130

CAPITAL ONE
CARD SERVICES
PO BOX 60501
CITY OF INDUSTRY CA 91716-0501

CHERYL GRAHAM, CLERK OF COURT 5200 E. JIM BILTON BLVD. SAINT GEORGE SC 29477

CHRYSLER FINANCIAL/TD AUTO ATTN: BANKRUPTCY PO BOX 9223 FARMINGTON HILLS MI 48333

CREDIT ONE BANK ATTN: BANKRUPTCY DEPARTMENT PO BOX 98873 LAS VEGAS NV 89193

DIVERSIFIED CONSULTANTS, INC. ATTN: BANKRUPTCY PO BOX 551268 JACKSONVILLE FL 32255

DUVERA COLLECTIONS 1910 PALOMAR POINT WAY #101 CARLSBAD CA 92008 EASY PAY/DUVERA COLLECTIONS ATTN: BANKRUPTCY PO BOX 2549 CARLSBAD CA 92018

ENHANCED RECOVERY CORP 8014 BAYBERRY RD JACKSONVILLE FL 32256

EQUIFAX INFORMATION SERVICES LLC P.O. BOX 740256 ATLANTA GA 30374

ERC/ENHANCED RECOVERY CORP ATTN: BANKRUPTCY 8014 BAYBERRY ROAD JACKSONVILLE FL 32256

EXPERIAN
PO BOX 4500
ALLEN TX 75013

FINANCIAL DATA SYSTEMS 1683 MILITARY CUTOFF RD WRIGHTSVILLE BEACH NC 28403

FINANCIAL DATA SYSTEMS ATTN: BANKRUPTCY PO BOX 688 WRIGHTSVILLE BEACH NC 28480

GOLD CROWN PROPERTY MANAGEMENT 5081 RIVERS AVE CHARLESTON SC 29406

GUILD MORTGAGE COMPANY ATTN: BANKRUPTCY / LOSS MITIGATION 5898 COPLEY DRIVE, 4TH FLOOR SAN DIEGO CA 92111

HUTCHENS LAW FIRM 240 STONERIDGE DRIVE SUITE 400 COLUMBIA SC 29210 HUTCHENS LAW FIRM P.O. BOX 8237 COLUMBIA SC 29202

INTERNAL REVENUE SERVICE PO BOX 7346 PHILADELPHIA PA 19101-7346

JEFFERSON CAPITAL SYSTEMS, LLC PO BOX 1999 SAINT CLOUD MN 56302

KOHLS/CAPITAL ONE KOHLS CREDIT PO BOX 3120 MILWAUKEE WI 53201

LENDMARK FINANCIAL SERVICES 1735 NORTH BROWN ROAD SUITE 300 LAWRENCEVILLE GA 30043

MCCABE TROTTER GAMBRELL & BEVERLY, P.C. C/O VICTORIA POINTE PROPERTY OWNERS ASSO P.O. BOX 212069 COLUMBIA SC 29210

NOTICE ONLY RECIPIENTS

PORTFOLIO RECOVERY PO BOX 41021 NORFOLK VA 23541

PROGRESSIVE LEASING 256 W. DATA DRIVE DRAPER UT 84020

PROGRESSIVE LEASING PO BOX 413110 SALT LAKE CITY UT 84141

SAM'S CLUB PO BOX 960013 ORLANDO FL 32896 SC DEPT. OF REVENUE PO BOX 125 COLUMBIA SC 29214

SOUTH CAROLINA ELECTRIC & GAS ATTN: BANKRUPTCY DEPT.
108 BARNWELL AVE
AIKEN SC 29801

SYNCHRONY BANK/SAMS ATTN: BANKRUPTCY PO BOX 965060 ORLANDO FL 32896

TD AUTO FINANCE 4600 TOUCHTON RD JACKSONVILLE FL 32246

TITLEMAX 100 MILES RD. SUMMERVILLE SC 29485

TRANSUNION
CONSUMER DISPUTE CENTER
PO BOX 2000
CRUM LYNNE PA 19022

WAKEFIELD & ASSOCIATES ATTN: BANKRUPTCY 7005 MIDDLEBROOK PIKE KNOXVILLE TN 37909